

Exhibit B

Circuit Distribution - Illinois Limited Partnership
8214 Westchester Drive, Ninth Floor
Dallas, Texas 75225

December 5, 2008

Circuit City Stores, Inc.
9950 Mayland Drive
Richmond VA 23233

RE: Lease and Sublease for Location #6027
6300-B Muirfield Drive
Hanover Park, IL

Sir or Madam:

This letter, dated December 5, 2008, shall memorialize the agreement (this "Agreement") between Circuit Distribution - Illinois Limited Partnership ("Landlord") and Circuit City Stores, Inc. with respect to the assumption and assignment of the amended and restated lease dated as of October 21, 1993 between the Landlord, and Circuit City Stores, Inc., as tenant (the "Lease"), as landlord, and Circuit City Stores, Inc., as tenant (the "Lease") and the sublease dated September 12, 2002 between Circuit City Stores, Inc., as sublandlord, and General Electric Company, doing business as GE Transportation Systems, as subtenant (the "Sublease").

Landlord and Circuit City Stores, Inc. and its affiliates (collectively, "Circuit City") have agreed that Circuit City shall withdraw the Lease and Sublease from the order approving the rejection motion (D.I. 21; the "Rejection Motion") and, in conjunction therewith, Circuit City shall obtain an order, in form and substance satisfactory to Landlord in its reasonable discretion, authorizing the sale free and clear of all liens, claims and encumbrances and the assumption and assignment of the Lease and the Sublease to Landlord or its designee (the "Order"), subject to the following terms and conditions:

- Landlord shall indemnify and hold Circuit City harmless from any and all Claims (as defined in the Bankruptcy Code) arising from or related to the Sublease or the Lease that the Subtenant has asserted or may assert against Circuit City, including without limitation, Claims under 11 U.S.C. §§ 365, 502 or 503 (the "Indemnity Obligations");
- Landlord shall waive, discharge and forever release any and all Claims, arising before, on or after this Agreement, against or related to Circuit City or its bankruptcy estate; provided, further, that for the avoidance of doubt and without limiting the generality of the foregoing, Landlord shall not assert any Claim against Circuit City with regard to any rents actually paid by the Subtenant to Circuit City in advance of the entry of the Order (the "Release");


- Landlord shall pay all reasonable documented Skadden bundled rate structure fees and expenses incurred by Circuit City after the date hereof in connection with the transaction contemplated by this Agreement and such payment shall be made within 15 days of receipt of an invoice from Circuit City; provided, however, that the rates and expenses set forth in Skadden's bundled rate structure (a copy of which is included with Skadden's retention application filed in the Debtors' cases) are hereby agreed to be and shall be deemed reasonable in all respects; and
- Landlord shall pay \$200,000 to Circuit City as consideration for the assumption and assignment of the Lease and Sublease.

Circuit City and Landlord agree that Landlord shall have the right to withdraw from this transaction and cancel all of its remaining obligations hereunder prior to the entry of the Order, provided that: (i) Landlord shall reimburse Circuit City for all reasonable documented Skadden bundled rate structure fees and expenses incurred through the date of such withdrawal and cancellation of this Agreement; (ii) Landlord's Indemnity Obligations shall continue and shall survive withdrawal and cancellation of this Agreement; (iii) the Release shall survive withdrawal and cancellation of this Agreement ((i)-(iii), collectively, the "Surviving Obligations"). Circuit City and Landlord further agree that if the Order is not entered by the Bankruptcy Court for any reason, including, without limitation, Landlord's failure to approve the Order, the Surviving Obligations shall continue and Landlord shall remain obligated to Circuit City on account of and for the Surviving Obligations.


Notwithstanding anything to the contrary herein, Landlord agrees that the terms and conditions of this Agreement are subject to and conditioned upon receipt by Circuit City of its postpetition secured lenders' approval, which must be received by Circuit City at or prior to the hearing on the Rejection Motion. In the event that Circuit City does not obtain such consent, Circuit City will proceed with the hearing on the Rejection Motion and shall have no liability to Landlord under this Agreement.

Circuit Distribution - Illinois Limited Partnership

By: Circuit Distribution GP- Illinois, Inc., general partner

By: 
Name: Gil Besing
Title: President

AGREED:
CIRCUIT CITY STORES, INC.

By: 
Name: Chris Crowe
Title: Director of Real Estate